

UNOFFICIAL COPY

TRUST DEED
SECOND MORTGAGE FORM (Illinois)

FORM No. 2222
September, 1975

24473100

GEORGE E. COLE
LEGAL FORMS

THIS INDENTURE WITNESSETH that Roger R. Wittersheim & Susan Wittersheim,
his wife
(hereinafter called the Grantor), of 1539 King Drive Berkeley Illinois

for and in full satisfaction of the sum of Twelve Thousand plus interest Dollars
in hand paid CONVEY AND WARRANT to Bank of Commerce
of 5502 St. Charles Rd. Berkeley Illinois

and to his successors in trust hereinafter named, for the purpose of securing performance of the covenants and agreements herein, the following described real estate, with the improvements thereon, including all heating, air-conditioning, gas and plumbing apparatus and fixtures, and everything appurtenant thereto, together with all rents, issues and profits of said premises, situated in the Village
of Berkeley County of Cook and State of Illinois, to-wit:

Lot 9 in John King's Resubdivision of parts of Lots 6, 7, 8, and parts of Lots 17 to 26, both inclusive, in Block 3 in Wolf Road Highlands Robertson and Young's Subdivision in Section 7, Township 39 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois

Hereby releasing and waiving all rights under and by virtue of the principal mortgage and all laws of the State of Illinois.

In Trust, nevertheless, for the purpose of securing performance of the covenants and agreements herein.

WHEREAS, The Grantor Roger R. Wittersheim & Susan V. Wittersheim, his wife
fully intended upon principal promissory note bearing over date herewith, payable

60 Monthly payments @ \$253 per month starting 7/1/78

THE GRANTOR covenants and agrees as follows: (1) To pay said indebtedness, and the interest thereon, in accordance with the terms and in said note or notes provided, or according to any agreement extending time of payment; (2) To pay taxes due in each year, and all taxes and assessments against said premises, and on demand to exhibit receipts therefor; (3) To maintain and repair the premises, and to rebuild or restore all buildings or improvements on said premises that may have been destroyed or damaged; (4) That while any said premises shall not be demolished or suffered (5) to keep all buildings new or as new same on said premises in compliance with Section 2 by the grantor herein, who is hereby authorized to place such insurance in compliance with the terms of the first mortgage, which has been attached payable first, to the first Trustee or Mortgagee, and when the Trustee herein so their attorney in fact appear, which policies shall be left and remain with the said Mortgagee or Trustee until the indebtedness is fully paid; (6) To pay all fire, theft, and other insurance, and the interest thereon, at the time or times when the same shall become due and payable.

In the event of failure to insure or pay such or other insurance, the first mortgagee or the trustee thereof, in a due, the grantor or the holder of said indebtedness, may procure such insurance, and the cost of such insurance, or of such other insurance, or of such other insurance, shall be repaid immediately without demand, and the grantor shall reimburse the trustee thereof from the date of payment of such or other insurance shall be so much additional indebtedness secured hereon.

In the event of a breach of any of the above covenants or agreements, the whole or said indebtedness, including principal and interest, shall, at the option of the lender, become due and payable, and the grantor shall be liable for the same immediately due and payable, and with interest thereon from the time of such breach or non-compliance, and the grantor shall be responsible to the lender therefor, as in and to the effect of all of said indebtedness, together with interest thereon.

It is agreed by the Grantor that all expenses and disbursements paid or incurred in behalf of plaintiff in connection with the foreclosing hereon, including reasonable attorney's fees, costs for disbursements, recording charges, cost of preparing or completing abstract showing the whole title of said premises, including foreclosure decree, shall be paid by the Grantor, and the like expenses and disbursements, occasioned by the grantor or any holder of any part of said indebtedness, in which may be a party, shall also be paid by the Grantor. All such expenses and disbursements shall be an additional lien upon said premises, shall be taxed as costs and included in the amount that must be tendered in such foreclosure proceedings, which proceedings, whether decree of sale shall have been entered or not, shall not be dismissed, nor release heard given, until all such expenses and disbursements, and the costs of suit, including attorney's fees, have been paid. The Grantor for the Grantor and for the heirs, executors, administrators and assigns of the Grantor waives all claims to the proceeds of, and income from, said premises pending such foreclosure proceedings, and agrees that upon the filing of a complaint to foreclose this Trust Deed, the court in which such complaint is filed, may at once and without notice to the Grantor, or any party claiming under the Grantor, appoint a receiver to take possession or charge of said premises with power to collect the rents, issues and profits of the said premises.

The name of a Trustee Roger R. Wittersheim & Susan V. Wittersheim, his wife
in the event of death or removal from said Cook County of the grantor, or of his resignation,

refusal or failure to act, or if for any reason said first successor fail or refuse to act, the person who shall then be the acting Recorder of Deeds of said County is hereby appointed to be second successor in this trust. And when all the above covenants and agreements are performed, the trustee or the successor in trust, shall release said premises to the party entitled, on receiving his reasonable charges.

Witness the hand and seal of the Grantor & this 25th day of May 19 78.



Roger R. Wittersheim (SEAL)

Susan V. Wittersheim (SEAL)

This instrument was prepared by LeRoy T. Hoppe - Bank of Commerce in Berkeley
(NAME AND ADDRESS)

24473100

UNOFFICIAL COPY

773 JUN 2 1978

STATE OF Illinois
COUNTY OF Cook 24473100 10.00

I, Mary Jo Steinbebel a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Roger B. Wittersheim & Susan V. Wittersheim his wife

personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Witness my hand and official seal this 26th day of May 19 78



Mary Jo Steinbebel
Notary Public

10.00 E

24473100

BOOK No.
SECOND MORTGAGE
Trust Deed

10

REC'D & COLE
LEGAL FORMS

OF RECORDED DOCUMENT